

STATE OF SOUTH CAROLINA) BEAUFORT COUNTY SCHOOL DISTRICT
) AND TOWN OF BLUFFTON
COUNTY OF BEAUFORT) LEASE AMENDMENT

This Lease Agreement is made this 1st day of July, 2012 by and between BEAUFORT COUNTY SCHOOL DISTRICT, hereinafter called "Landlord", and THE TOWN OF BLUFFTON MUNICIPALITY, hereinafter called "Tenant" hereby amending the original lease executed December 31, 2000 and attached hereto.

WITNESSETH:

Landlord leases to Tenant and Tenant rents from Landlord, for use as a Municipal Center/Town Hall Facility, certain real property located in Bluffton, Beaufort County, South Carolina, more fully described in Exhibit "A" attached hereto, on the following terms and conditions:

1. LEASE TERM: The original term of this lease is extended from December 31, 2025 to December 31, 2035 and thereafter renewable upon such terms as the parties may specifically agree.
2. CONSIDERATION: The consideration for the terms hereof shall be ONE AND NO/100 DOLLAR (\$1.00).
3. OCCUPANCY AND USE: Tenant accepts the premises and all fixtures thereon in "as is" condition as of the date of the commencement of this lease. Tenant agrees to maintain the grounds and fixtures thereon in good order. Tenant and any sub-tenants utilization and operation of the premises in any manner inconsistent with its municipality-related activities, or activities which do not conform to its charter, shall remain subject to advance approval by the Landlord. Upon termination of this lease, Tenant agrees to surrender possession of the premises in as good condition and repair as when initially occupied. Any and all permanent improvements to the premises shall remain with the premises upon termination/expiration of this lease and shall become the property of the Landlord.
4. TENANT RESPONSIBILITIES: The Tenant is to assume all financial responsibilities associated with utilities, maintenance, liability, repairs, improvements, upkeep, landscaping, fire, windstorm, liability and other insurance, taxes and fees on the subject premises. It is the intent of this lease that any and all expenses whatsoever associated with the leased premises be paid by the Tenant during the term of this lease.

It is specifically understood by the parties hereto that the Tenant assumes any and all responsibility and liability of whatever nature, to include dealing with potential asbestos presence, arising from whatever occurrence and does hold the Landlord

absolutely harmless throughout the term hereof. Tenant further agrees to indemnify Landlord for any costs/expenses and damages incurred in defending itself as a result of Tenant's utilization of the premises.

5. INSURANCE: Tenant shall maintain liability insurance on the premises under its general liability policy and shall name the Landlord as an additional insured.
6. NOTICES: The Landlord will notify the Tenant in writing of any misuse or violation, of which it becomes aware, of the terms of this agreement. Tenant shall have thirty (30) days to correct any misuse or violation, without cost to the Landlord. Failure to comply will result in immediate termination of the Lease.

Notices shall be as to:

LANDLORD: Beaufort County School District
Attn: Chief Operational Services Officer
PO Drawer 309
Beaufort, SC 29901-0309

TENANT: Town of Bluffton
Attn: Town Clerk
PO Box 386
Bluffton, SC 29910

7. ASSIGNMENT: Any additional assignments or sub-lease(s) must be approved in advance by the Landlord or its designated agent. Any decision regarding approval or disapproval will be conveyed to Tenant within thirty (30) days of its request. No assignment or sub-lease of the property shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of the Landlord. No assignment or sub-lease shall release Tenant from the obligations of this Lease.
8. TENANT'S PERSONAL PROPERTY: If, upon the termination of this Lease or abandonment of the premises by the Tenant, Tenant abandons or leaves any personal property on the premises, Landlord shall have the right, without notice to Tenant, to store or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the day and year first above-written

LANDLORD:

BEAUFORT COUNTY SCHOOL DISTRICT

By: *[Signature]*
Its: ACTING SUPERINTENDENT *[Signature]*

WITNESSES

Jeanette Brown

TENANT:

TOWN OF BLUFFTON

By: *Anthony W. Barrett*
Its: Town Manager

[Signature] *Eay TR*
Sandra Linceford

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) LEASE AGREEMENT

This Lease made this 31st day of December, 2000, by and between BEAUFORT COUNTY SCHOOL DISTRICT, hereinafter called "Landlord", and THE TOWN OF BLUFFTON, A SOUTH CAROLINA MUNICIPALITY, hereinafter called "Tenant".

W I T N E S S E T H :

Landlord leases to Tenant and Tenant rents from Landlord, for use as a Municipal Center/Town Hall Facility, certain real property located in Bluffton, Beaufort County, South Carolina, more fully described in Exhibit "A" attached hereto, on the following terms and conditions:

1. LEASE TERM: The term of this lease is for a period of twenty-five (25) years and commences on December 31, 2000, and terminates on December 31, 2025, and thereafter renewable upon such terms as the parties may specifically agree.

CONSIDERATION: The consideration for the terms hereof shall be ONE AND NO/100 DOLLAR (\$1.00).

2. OCCUPANCY AND USE: Tenant accepts the premises and all fixtures thereon in "as is" condition as of the date of the commencement of this lease. Tenant agrees to maintain the grounds and fixtures thereon in good order. Tenant and any sub-tenants' utilization and operation of the premises in any manner

inconsistent with its municipality-related activities, or activities which do not conform to its charter, shall remain subject to advance approval by the Landlord. Upon termination of this lease, Tenant agrees to surrender possession of the premises in as good condition and repair as when initially occupied. Any and all permanent improvements to the premises shall remain with the premises upon termination/expiration of this lease and shall become the property of the Landlord.

3. **TENANT RESPONSIBILITIES:** The Tenant is to assume all financial responsibilities associated with utilities, maintenance, liability, repairs, improvements, upkeep, landscaping, fire, windstorm, liability and other insurance, taxes and fees on the subject premises. It is the intent of this lease that any and all expenses whatsoever associated with the leased premises be paid by the Tenant during the term of this lease. It is specifically understood by the parties hereto that the Tenant assumes any and all responsibility and liability of whatever nature, to include dealing with potential asbestos presence, arising from whatever occurrence and does hold the Landlord absolutely harmless throughout the term hereof. Tenant further agrees to indemnify Landlord for any costs/expenses and damages incurred in defending itself as a result of Tenant's utilization of the premises.

4. **INSURANCE:** Tenant shall maintain liability insurance on the premises under its general liability policy and shall name the

Landlord as an additional insured.

5. NOTICES: The Landlord will notify the Tenant in writing of any misuse or violation, of which it becomes aware, of the terms of this agreement. Tenant shall have thirty (30) days to correct any misuse or violation, without cost to the Landlord. Failure to comply will result in immediate termination of the Lease. Notices shall be as to:

LANDLORD: Beaufort County School District
Attn: Director of Facilities and Maintenance
PO Drawer 309
Beaufort, SC 29901-0309

TENANT: Town of Bluffton
Attn: Town Clerk
Post Office Box 386
Bluffton, SC 29910

6. ASSIGNMENT: All assignments or sub-lease(s) must be approved in advance by the Landlord or its designated agent. Any decision regarding approval or disapproval will be conveyed to Tenant within thirty (30) days of its request. No assignment or sub-lease of the property shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of the Landlord. No assignment or sub-lease shall release Tenant from the obligations of this Lease.

7. TENANT'S PERSONAL PROPERTY: If, upon the termination of this Lease or abandonment of the premises by Tenant, Tenant abandons or leaves any personal property on the premises, Landlord shall have the right, without notice to Tenant, to store or

otherwise dispose of the property at Tenant's cost and expense,
without being liable in any respect to the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this
Lease the day and year first above-written

WITNESSES:

[Signature]
Mary Davis

LANDLORD:

BEAUFORT COUNTY SCHOOL DISTRICT

By: *[Signature]*

Its: Superintendent

TENANT:

TOWN OF BLUFFTON

By: *[Signature]*

Its: Ematt McCracken

Denny E. Schmidt
Sandra D. Sanford

Its: Mayor

EXHIBIT 'A'

ALL that certain piece, parcel or lot of land, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, consisting of two (2) acres, more or less, with improvements, being more particularly described as follows, to-wit:

Beginning at an iron nail located on the eastern edge of the right of way of "Pritchard Street", thence, running S68°30'00"E for a distance of 173.32 feet to an iron nail; thence, running S11°58'00"E for a distance of 117.84 feet to an iron nail; thence, running S24°39'21"W for a distance of 328.16 feet to an iron nail; thence, running N53°00'00"W for a distance of 178.29 feet to an iron nail; thence, running N16°24'54"W for a distance of 78.81 feet to an iron nail; thence, running N21°30'00"E along the eastern edge of the right of way of "Pritchard Street" for a distance of 316.22 feet to an iron nail, which is the point of beginning.

For a more detailed description of said property as to metes, courses, distances and bounds, reference may be had to that certain Plat or map entitled "Plat Prepared for Beaufort County School District No. 1, McCracken Middle School, Bluffton Township, Beaufort County, South Carolina" prepared by Jack S. Jones, Jr., R.L.S., dated June 15, 1992.

This being the southwestern portion of a larger tract of land acquired by the Grantor by deed dated _____ recorded in the RMC Office for Beaufort County, South Carolina, Deed Book _____ at Page _____.